

DECLARATORY

Improvement Res. No. 1036-1960

For the Vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

Resolution Adopted:

Sept. 13, 1960

Confirmed:

Oct. 13, 1960

Bids Received:

Contract Awarded:

Contract and Bond:

Contractor:

Reported Completed:

Assessment Roll Confirmed:

Dec. 29, 1960

DECLARATORY RESOLUTION NO. 1036-1960

For the Vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

PLANS ORDERED: June 30, 1960

ADOPTED: Sept. 13, 1960

ADVERTISE NOTICE TO PROPERTY OWNERS: Sept. 22 & 29, 1960

HEARING ON CONFIRMATION: Thurs., Oct. 13, 1960, at 6:30 p.m. IST

CONFIRMED: October 13, 1960

ASSESSMENT ROLL ORDERED: October 13, 1960

ASSESSMENT ROLL APPROVED: Nov. 29, 1960

HEARING ON CONFIRMATION  
OF ASSESSMENT ROLL: Thurs., Dec. 29, 1960, 6:30 p.m. IST.

NOTICE SERVED: Dec. 14, 1960

ASSESSMENT ROLL CONFIRMED: Dec. 29, 1960

For the Vacation ~~Opening - Condemnation of right of way for utility purposes~~ of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that it is desired and deemed necessary to vacate Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

All as shown by a plan of such proposed Vacation ~~Opening - Condemnation of right of way for utility purposes~~ as above described, now on file in the Office of the Department of Public Works of the City of Fort Wayne, Indiana

The cost of said Vacation ~~Opening - Condemnation of right of way for utility purposes~~ shall be assessed against the property beneficially affected thereby.

The property which may be injuriously or beneficially affected by such Vacation ~~Opening - Condemnation of right of way for utility purposes~~ is described as follows: Lots 11, 12, 29, 30, 51, 52 & 69, Oak Ridge Addition; Lots 89, 90, 107 and 108, Oak Park Addition, Section "B"; and Lots "A", 30, 144, 200 and 201, Pennsylvania Place Addition. All Additions inclusive to the City of Fort Wayne, Indiana. x

All according to the method and manner provided for in an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations", as approved March 6, 1905 and the provisions of all acts amendatory thereto and supplemental thereof, including the right to bond assessments as in said law ordered.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of five (5) % per annum. Under no circumstances shall the City of Fort Wayne, Indiana be or be held responsible for any sum or sums due from the said property owner or owners, or for the payment of any bond or bonds, except for such moneys as shall have been actually received by the City from the assessments for such property damages as said City is by said above entitled act required to pay. All proceedings had in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

++ The vacation of the above described street shall be subject to an easement for the use of the City of Fort Wayne, Indiana, and other public utilities for the construction and maintenance of sewers, water mains, gas mains, electric pole lines and conduits, telephone and telegraph pole lines and conduits.

All Streets, lots and lands affected by the above described vacation are situated in the northeast quarter of Section Eighteen, Township 30 north, Range 13 east and lie wholly within the corporate limits of the City of Fort Wayne, Indiana.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 19

Attest:

Secretary Board of Public Works.

*Paul E. Stoen*  
*James D. Tombar*  
*Edward*

Board of Public Works.



EVANS

50 STREET

	"	"	40	50	40	"	"
	9	10	11.5	STREET	12	13	14
	32	31	30	STREET	29	28	27
			40		40		

ORMSBY

50 STREET

"	"	40		40	"	"
49	50	51.5		52	53	54
109	108	107		69	68	67
"	58			40	"	"

DREXEL

50 AVENUE

"	58		40	"	"
106	107	139	30	31	32
91	90	139	133	A	85
"	58		40	"	"

TRENTMAN

50 AVENUE

"	58		40	"	"
88	89	133	144	145	146
203	202	201	200	199	198
"	"	40	50	40	"

OXFORD

50 STREET

ENGINEERING  
DEPT. OF STREETS

DATE March 26, 1971

TO: Board of Public Works'

SUBJECT: Easement Release

Lowell Street between Evans Street and Oxford Street was vacated under Declaratory Resolution No. 1036-1960. A general utility easement was retained as a condition of the vacation.

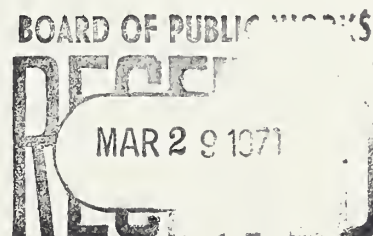
The owners of Lot No. 200, Pennsylvania Place Addition recently asked that the easement be released for the east one-half of Vacated Lowell Street adjacent to their lot. This request has been approved.

We are attaching the original copy of the recorded easement release which should be filed with Declaratory Resolution No. 1036 as a permanent record.

*Donald E. Bodeker*

Donald E. Bodeker  
Office Manager

DEB:lc  
attachs.



71- 04377

RELEASE OF EASEMENT

THIS RELEASE of Easement executed this 22 day of March, 1971, by the City of Fort Wayne, Indiana, by its Board of Public Works,

WITNESSETH THAT:

WHEREAS, on the 8th day of October, 1960, JACK R. MITZNER, SR., and MARJORIE L. MITZNER, husband and wife and DAVID A. SCHERSCHER and JEANNE SCHERSCHER, husband and wife, granted to the City of Fort Wayne, Indiana, a permanent easement for sewer, conduit and pole line purposes, across, through and over the following described real estate situated in Allen County, State of Indiana, to-wit:

Beginning at the southwest corner of Lot No. 200, Pennsylvania Place Addition to the City of Fort Wayne; thence north along the west line of said Lot No. 200, a distance of 132 feet, to the northwest corner of said Lot No. 200; thence west by deflection left of 90 degrees, a distance of 50 feet, to the northeast corner of Lot No. 201, Pennsylvania Place Addition; thence south along the east line of said Lot No. 201, a distance of 132 feet, to the southeast corner of said Lot No. 201; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

which easement was recorded on February 6, 1961, in Deed Record 581, pages 185-186.

WHEREAS, all the utilities of the City of Fort Wayne have been installed without using East 25 feet of said easement and said easement on, over and under East 25 feet for utilities is of no further value and serves no purpose and should be released.

NOW, THEREFORE, for and in consideration of the payment of One (\$1.00) Dollar to the City of Fort Wayne, Indiana, the receipt of which is hereby acknowledged, the City of Fort Wayne by its Board of Public Works hereby releases and abandons easement of the following described real estate, to-wit:

**DULY ENTERED FOR TAXATION**

MAR 23 1971

*Sarah E. Raver*  
AUDITOR OF ALLEN COUNTY

Instrument

E

454

*Will Call*

4.00

1971 MAR 23 PM 1 47

*Jane R. Raver*  
ALLEN COUNTY RECORDER



Beginning at the southwest corner of Lot No. 200, Pennsylvania Place Addition to the City of Fort Wayne; thence north along the West line of said Lot No. 200, a distance of 132 feet, to the northwest corner of said Lot No. 200; thence west by deflection left of 90 degrees, a distance of 25 feet; thence south and parallel with the west line of said Lot No. 200, a distance of 132 feet; thence east by deflection left of 90 degrees, a distance of 25 feet, to the point of beginning,

with the intent and purpose of releasing and abandoning the easement herein described to the present record titleholders of Lot No. 200, Pennsylvania Place Addition to the City of Fort Wayne, and their successors.

IN WITNESS WHEREOF, the City of Fort Wayne, Indiana, has caused this instrument to be executed by its Board of Public Works on this 22 day of March, 1971.

CITY OF FORT WAYNE  
BY ITS BOARD OF PUBLIC WORKS

Fred S. Ehrman  
Fred S. Ehrman, Chairman

Robert W. Dahman  
Robert W. Dahman, Member

Edward V. Elkins  
Edward V. Elkins, Member

ATTEST

Kenneth McGraw  
Kenneth McGraw  
Secretary of Board of Public Works

STATE OF INDIANA     )  
                              )   SS:  
COUNTY OF ALLEN     )

Before me the undersigned, a Notary Public, in and for said County and State, this 22 day of March, 1971, personally appeared Fred S. Ehrman, as Chairman and Robert W. Dahman and Edward V. Elkins as Members, and Kenneth McGraw as Secretary to

me personally known to be the Board of Public Works of the City of Fort Wayne, Indiana and Secretary thereto and acknowledged that they signed and sealed the above instrument as their voluntary act and deed and the voluntary act and deed of the City of Fort Wayne.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.



Edna L. Smith  
NOTARY PUBLIC

Prepared by:

Thomas J. Dixon  
Attorney at Law  
344 Utility Building  
Fort Wayne, Indiana  
742-7135



ROUTING SHEET \_\_\_\_\_ BOARD ORDER NO. \_\_\_\_\_

For the release of a utility easement across, through and over the east 25 feet of Vacated Lowell Street from the north property line of Oxford Street to the south property line of the first alley north thereof, lying west of and adjacent to Lot No. 200, Pennsylvania Place Addition.

Please indicate under remarks whether or not you object to this easement release.

TO Donald E. Bodeker for further handling. Remove REMARKS  
Board Papers.

Donald E. Bodeker Donald E. Bodeker

TO Kenneth N. Traylor for your information and  
handling.

Kenneth N. Traylor 3/15/71 Date

TO Ron Bonar for your information and OK  
handling.

Ron Bonar 3/17/71 Date

TO H. A. Kerby for your information and  
handling.

no objection  
H. A. Kerby 3-18-71 Date

TO J.H. Hinman for your information and  
handling.

this is O.K.  
J.H. Hinman 3-18-71 Date

TO Allen H. Pitt for your information and  
handling.

\_\_\_\_\_  
Date

TO Donald E. Bodeker

ENGINEERING  
DEPT. OF STREETS

DATE February 27, 1961

TO: Board of Public Works  
SUBJECT: Board Order No. 149-1960

4  
12-25  
NOTED

☒ P.F.R.

☒ J.D.L.

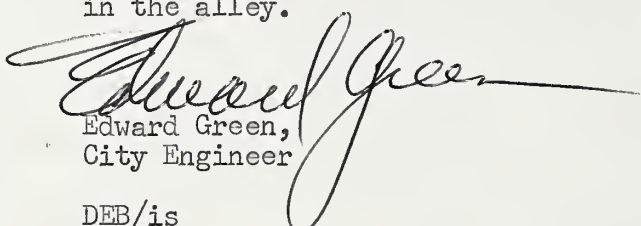
☒ B.W.

Date 2/1/61

Regarding: Declaratory Resolution No. 1036-1960 which provides for the vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

Five (5) copies of easement grants for the above described resolution are attached. These grants have been signed by all benefited property owners and recorded in the office of the Allen County Recorder. Please file them with the resolution as a permanent record.

Copies have also been distributed to each Utility Company with facilities in the alley.

  
Edward Green,  
City Engineer

DEB/is  
attachs.

cc: Mayor Burns

RECEIVED  
FEB 28 1961  
RECEIVED



GRANT OF EASEMENT

Book 58 Page 189-91

THIS INDENTURE WITNESSETH, That the Undersigned Grantors, each over the age of twenty-one (21) years, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the Grantors, do hereby CONVEY and WARRANT to the following named Grantees, and each of them, and their respective successors and assigns, namely, to-wit: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, GENERAL TELEPHONE COMPANY OF INDIANA, INC., an Indiana corporation, and CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, a perpetual right of way and easement with the right, privilege and authority to the Grantees and each of them and to their respective successors and assigns (1) to construct, erect, operate, maintain, repair, renew and replace a line or lines (overhead and/or underground) with all necessary or convenient poles, crossarms, structures, conduits, ducts, wires, cables, guys and other equipment and appurtenances, for the transmission, distribution and delivery of electrical energy or other power to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power, telephone, telegraph and all other purposes whatsoever in, upon, along, over, under, through or across the real estate hereinafter described; and (2) to lay, install, construct, operate, maintain, repair, renew and replace mains and a line or lines of pipe, with all necessary and convenient services, pipes, lines, connections, meters and other equipment and appurtenances, for the transportation and distribution of gas, water and/or sewage to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power and all other purposes whatsoever in, upon, along, over, under, through or across the real estate described below and being as follows:

Beginning at the southwest corner of Lot No. 144, Pennsylvania Place Addition to the City of Fort Wayne; thence north along the west line of said Lot No. 144, a distance of 133 feet, to the northwest corner of said Lot 144; thence west by deflection left of 90 degrees, a distance of 50 feet, to the northeast corner of Lot No. 89, Oak Park Addition, Section "B" to the City of Fort Wayne; thence south along the east line of said Lot No. 89, a distance of 133 feet, to the southeast corner of said Lot No. 89; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

TOGETHER with the right, privilege and authority to the Grantees, and each of them, and their respective successors and assigns, to cut and, at their option, remove from said real estate any trees, over-hanging branches, bushes or other perennial growth or other obstructions which might endanger the safety or interfere with the use of said poles, crossarms, structures, conduits, ducts, mains, pipes, wires, cables, guys and other equipment and appurtenances or any structure on the above described real estate; of full and complete right of ingress and egress to and over the above described real estate, and to and over adjoining lands of the Grantors where a public street or highway does not adjoin the above described real estate, at any and all times, for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; and of full and complete rights, easements, privileges and appurtenances in or to said real estate which may be required for the full enjoyment of the rights herein granted. Any damages to crops, fences, drains, ditches or buildings of the Grantors on lands of the Grantors adjoining the real estate above described, caused by the construction, operation and maintenance of any of the facilities covered by this easement, shall be paid for by the Grantee or Grantees causing such damage. All claims for damages caused in the construction, operation and maintenance of said facilities, shall be made at or mailed to the office of the Grantee or Grantees alleged to have caused such damage within thirty (30) days after such damage accrue. If Grantors and Grantees cannot agree on the amount of damages, the same shall be arbitrated.

1961 FEB 6 PM 3:00

Richard H. Hartman  
ALLEN COUNTY RECORDER



The Grantors reserve the use of the above described land not inconsistent with this grant.

The undersigned hereby covenant that they are the owners in fee simple of the above described real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the Grantors and their respective executors, administrators, grantees, successors and assigns, and upon the Grantees and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned Grantors have executed this instrument this 12 day of October, 1960.

My commission expires 3/11/1961

Grantors

Willis E. Diskey  
Willis E. Diskey

Naomi I. Diskey  
Naomi I. Diskey

James L. Best  
James L. Best

Eloise C. Best  
Eloise C. Best

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

Lot 144  
Pennsylvania Place Add.

Lot 89  
Oak Park Add., Section "B"

DULY ENTERED FOR TAXATION  
FEB 6 - 1961

Robert C. Lambaugh  
Auditor of Allen County

Before me, the undersigned, a Notary Public in and for said county and state, this 12th day of October, 1960, personally appeared: Willis E. Diskey, Naomi I. Diskey, James L. Best and Eloise C. Best, and acknowledged the execution of the foregoing Grant of Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:  
March 11, 1961

Ervin H. Heider  
Notary Public

This instrument was prepared by  
Donald E. Bodeker  
Employee of the City of Fort Wayne  
on its behalf.

GRANT OF EASEMENT

W.D. 201-0905-00-1156

Book 11 Page 1156

THIS INDENTURE WITNESSETH, That the Undersigned Grantors, each over the age of twenty-one (21) years, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the Grantors, do hereby CONVEY and WARRANT to the following named Grantees, and each of them, and their respective successors and assigns, namely, to-wit: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, GENERAL TELEPHONE COMPANY OF INDIANA, INC., an Indiana corporation, and CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, a perpetual right of way and easement with the right, privilege and authority to the Grantees and each of them and to their respective successors and assigns (1) to construct, erect, operate, maintain, repair, renew and replace a line or lines (overhead and/or underground) with all necessary or convenient poles, crossarms, structures, conduits, ducts, wires, cables, guys and other equipment and appurtenances, for the transmission, distribution and delivery of electrical energy or other power to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power, telephone, telegraph and all other purposes whatsoever in, upon, along, over, under, through or across the real estate hereinafter described; and (2) to lay, install, construct, operate, maintain, repair, renew and replace mains and a line or lines of pipe, with all necessary and convenient services, pipes, lines, connections, meters and other equipment and appurtenances, for the transportation and distribution of gas, water and/or sewage to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power and all other purposes whatsoever in, upon, along, over, under, through or across the real estate described below and being as follows:

Beginning at the southwest corner of Lot No. 29, Oak Ridge Addition to the City of Fort Wayne; thence north along the west line of Lots 29 and 12, Oak Ridge Addition, a distance of 222 feet, to the northwest corner of said Lot No. 12; thence west by deflection left of 90 degrees, a distance of 40 feet, to the northeast corner of Lot No. 11, Oak Ridge Addition; thence south along the east line of Lots 11 and 30, Oak Ridge Addition, a distance of 223 feet, to the southeast corner of said Lot No. 30; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

TOGETHER with the right, privilege and authority to the Grantees, and each of them, and their respective successors and assigns, to cut and, at their option, remove from said real estate any trees, over-hanging branches, bushes or other perennial growth or other obstructions which might endanger the safety or interfere with the use of said poles, crossarms, structures, conduits, ducts, mains, pipes, wires, cables, guys and other equipment and appurtenances or any structure on the above described real estate; of full and complete right of ingress and egress to and over the above described real estate, and to and over adjoining lands of the Grantors where a public street or highway does not adjoin the above described real estate, at any and all times, for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; and of full and complete rights, easements, privileges and appurtenances in or to said real estate which may be required for the full enjoyment of the rights herein granted. Any damages to crops, fences, drains, ditches or buildings of the Grantors on lands of the Grantors adjoining the real estate above described, caused by the construction, operation and maintenance of any of the facilities covered by this easement, shall be paid for by the Grantee or Grantees causing such damage. All claims for damages caused in the construction, operation and maintenance of said facilities, shall be made at or mailed to the office of the Grantee or Grantees alleged to have caused such damage within thirty (30) days after such damage accrue. If Grantors and Grantees cannot agree on the amount of damages, the same shall be arbitrated.

150 FEB 6

ALLEN COUNTY RECORDER



The undersigned hereby covenant that they are the owners in fee simple of the above described real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

IN WITNESS WHEREOF, the Undersigned Grantors have executed this instrument  
this 10 day of October, 1960.

*Ernest A. ...*  
Notary Public

Lot Number

Lots No. 12 and 29  
Oak Ridge Addition

Lots No. 11 and 30  
Oak Ridge Addition

DULY ENTERED FOR TAXATION  
FEB 6 - 1961

Robert C. Lambaugh  
Auditor of Allen County

My Commission Expires:  
March 11, 1961

In witness whereof, I have  
official seal.

*Ervin H. Heider*  
(Ervin H. Heider)

LIBRARY PUBLIC  
ST. LOUIS  
MISSOURI

Donald E. Bodeker

Employee of the City of Fort Wayne  
on its behalf.



GRANT OF EASEMENT

Book 51 p. 125-1

THIS INDENTURE WITNESSETH, That the Undersigned Grantors, each over the age of twenty-one (21) years, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the Grantors, do hereby CONVEY and WARRANT to the following named grantees, and each of them, and their respective successors and assigns, namely, to-wit: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, GENERAL TELEPHONE COMPANY OF INDIANA, INC., an Indiana corporation, and CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, a perpetual right of way and easement with the right, privilege and authority to the Grantees and each of them and to their respective successors and assigns (1) to construct, erect, operate, maintain, repair, renew and replace a line or lines (overhead and/or underground) with all necessary or convenient poles, crossarms, structures, conduits, ducts, wires, cables, guys and other equipment and appurtenances, for the transmission, distribution and delivery of electrical engery or other power to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power, telephone, telegraph and all other purposes whatsoever in, upon, along, over, under, through or across the real estate hereinafter described; and (2) to lay, install, construct, operate, maintain, repair, renew and replace mains and a line or lines of pipe, with all necessary and convenient services, pipes, lines, connections, meters and other equipment and appurtenances, for the transportation and distribution of gas, water and/or sewage to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power and all other purposes whatsoever in, upon, along, over, under, through or across the real estate described below and being as follows:

Beginning at the southwest corner of Lot No. 200, Pennsylvania Place Addition to the City of Fort Wayne; thence north along the west line of said Lot No. 200, a distance of 132 feet, to the northwest corner of said Lot No. 200; thence west by deflection left of 90 degrees, a distance of 50 feet, to the northeast corner of Lot No. 201, Pennsylvania Place Addition; thence south along the east line of said Lot No. 201, a distance of 132 feet, to the southeast corner of said Lot No. 201; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

TOGETHER with the right, privilege and authority to the Grantees, and each of them, and their respective successors and assigns, to cut and, at their option, remove from said real estate any trees, over-hanging branches, bushes or other perennial growth or other obstructions which might endanger the safety or interfere with the use of said poles, crossarms, structures, conduits, ducts, mains, pipes, wires, cables, guys and other equipment and appurtenances or any structure on the above described real estate; of full and complete right of ingress and egress to and over the above described real estate, and to and over adjoining lands of the Grantors where a public street or highway does not adjoin the above described real estate, at any and all times, for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; and of full and complete rights, easements, privileges and appurtenances in or to said real estate which may be required for the full enjoyment of the rights herein granted. Any damages to crops, fences, drains, ditches or buildings of the Grantors on lands of the Grantors adjoining the real estate above described, caused by the construction, operation and maintenance of any of the facilities covered by this easement, shall be paid for by the Grantee or Grantees causing such damage. All claims for damages caused in the construction, operation and maintenance of said facilities, shall be made at or mailed to the office of the Grantee or Grantees alleged to have caused such damage within thirty (30) days after such damage accrue. If Grantors and Grantees cannot agree on the amount of damages, the same shall be arbitrated.

1964 FEB 6 PM 3:00

Richard H. Hartman  
ALLEN COUNTY RECORDER

The undersigned hereby covenant that they are the owners in fee simple of the above described real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the Grantors and their respective executors, administrators, grantees, successors and assigns, and upon the Grantees and their respective successors and assigns.

have executed this instrument

*[Signature]*

Notary Public

Lot Number

*[Circular Notary Seal]*

Notary Public

Lot Number

Lot 200  
Pennsylvania Place Add.

Lot 201  
Pennsylvania Place Add.

DULY ENTERED FOR TAXATION

FEB 6 - 1961

Robert C. Lambaugh  
Auditor of Allen County

Before me, the undersigned, a Notary Public in and for said county and state, this 8th day of October, 1960, personally appeared: Jack R. Mitzner, Sr., Marjorie L. Mitzner, David A. Scherschel and Jeanne Scherschel, and acknowledged the execution of the foregoing Grant of Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

Official seal.

*Ervin H. Heider*  
(Ervin H. Heider)

RECEIVED  
JAN 10 1964  
FBI - NEW YORK

Donald E. Bodeker

Employee of the City of Fort Wayne  
on its behalf.



GRANT OF EASEMENT

Book 55 Page 133

THIS INDENTURE WITNESSETH, That the Undersigned Grantors, each over the age of twenty-one (21) years, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the Grantors, do hereby CONVEY and WARRANT to the following named Grantees, and each of them, and their respective successors and assigns, namely, to-wit: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, GENERAL TELEPHONE COMPANY OF INDIANA, INC., an Indiana corporation, and CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, a perpetual right of way and easement with the right, privilege and authority to the Grantees and each of them and to their respective successors and assigns (1) to construct, erect, operate, maintain, repair, renew and replace a line or lines (overhead and/or underground) with all necessary or convenient poles, crossarms, structures, conduits, ducts, wires, cables, guys and other equipment and appurtenances, for the transmission, distribution and delivery of electrical energy or other power to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power, telephone, telegraph and all other purposes whatsoever in, upon, along, over, under, through or across the real estate hereinafter described; and (2) to lay, install, construct, operate, maintain, repair, renew and replace mains and a line or lines of pipe, with all necessary and convenient services, pipes, lines, connections, meters and other equipment and appurtenances, for the transportation and distribution of gas, water and/or sewage to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power and all other purposes whatsoever in, upon, along, over, under, through or across the real estate described below and being as follows:

Beginning at the southwest corner of Lot No. 69, Oak Ridge Addition to the City of Fort Wayne; thence north along the west line of Lots 69 and 52, Oak Ridge Addition, a distance of 223 feet, to the northwest corner of said Lot No. 52; thence west by deflection left of 90 degrees, a distance of 50 feet, to the northeast corner of Lot No. 51, Oak Ridge Addition; thence south along the east line of said Lot No. 51 and Lot No. 108, Oak Park Addition, Section "B" to the City of Fort Wayne, a distance of 223 feet, to the southeast corner of said Lot No. 108; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

TOGETHER with the right, privilege and authority to the Grantees, and each of them, and their respective successors and assigns, to cut and, at their option, remove from said real estate any trees, over-hanging branches, bushes or other perennial growth or other obstructions which might endanger the safety or interfere with the use of said poles, crossarms, structures, conduits, ducts, mains, pipes, wires, cables, guys and other equipment and appurtenances or any structure on the above described real estate; of full and complete right of ingress and egress to and over the above described real estate, and to and over adjoining lands of the Grantors where a public street or highway does not adjoin the above described real estate, at any and all times, for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; and of full and complete rights, easements, privileges and appurtenances in or to said real estate which may be required for the full enjoyment of the rights herein granted. Any damages to crops, fences, drains, ditches or buildings of the Grantors on lands of the Grantors adjoining the real estate above described, caused by the construction, operation and maintenance of any of the facilities covered by this easement, shall be paid for by the Grantee or Grantees causing such damage. All claims for damages caused in the construction, operation and maintenance of said facilities, shall be made at or mailed to the office of the Grantee or Grantees alleged to have caused such damage within thirty (30) days after such damage accrue. If Grantors and Grantees cannot agree on the amount of damages, the same shall be arbitrated.

1961 FEB 6

PM

Richard Martin  
ALLEN COUNTY RECORDER



The Grantors reserve the use of the above described land not inconsistent with this grant.

The undersigned hereby covenant that they are the owners in fee simple of the above described real estate, are lawfully seized thereof, and have good right to grant and convey said easement herein, and guarantee the quiet possession thereof, and that the Grantors will warrant and defend the title to the said easement against all lawful claims.

These presents to be binding on the Grantors and their respective executors, administrators, grantees, successors and assigns, and upon the Grantees and their respective successors and assigns.

IN WITNESS WHEREOF, the Undersigned Grantors have executed this instrument this 7 day of October 1960

My commission expires 3/11/1961

Ervin H. Heider  
Notary Public  
Lot Number

Grantors

Robert S. Hartman  
Robert S. Hartman

Lot No. 69  
Oak Ridge Add.

Patricia L. Hartman  
Patricia L. Hartman

Lee J. Hartzell (Estate)

Lot No. 52  
Oak Ridge Add.

By: Marion Shroyer  
Marion Shroyer, EXECUTOR

Nell Van Voorst  
Nell Van Voorst

Lot No. 51  
Oak Ridge Add.

Donald E. Douglass  
Donald E. Douglass

Lot No. 108  
Oak Park Ad., Section "B"

Betty L. Douglass  
Betty L. Douglass

DULY ENTERED FOR TAXATION  
FEB 6 - 1961

Robert C. Kraubaugh  
Auditor of Allen County

STATE OF INDIANA )  
COUNTY OF ALLEN ) SS

Before me, the undersigned, a Notary Public in and for said county and state, this 7th day of October, 1960, personally appeared: Robert S. Hartman, Patricia L. Hartman, Nell Van Voorst, Donald E. Douglass, Betty L. Douglass, and Marion Shroyer, Executor of Lee J. Hartzell Estate, and acknowledged the execution of the foregoing Grant of Easement. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:  
March 11, 1961

Ervin H. Heider  
Notary Public

This instrument was prepared by

Donald E. Bodeker

Employee of the City of Fort Wayne  
on its behalf.

GRANT OF EASEMENTBook 58 Page 12

THIS INDENTURE WITNESSETH, That the Undersigned Grantors, each over the age of twenty-one (21) years, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by the Grantors, do hereby CONVEY and WARRANT to the following named Grantees, and each of them, and their respective successors and assigns, namely, to-wit: INDIANA & MICHIGAN ELECTRIC COMPANY, an Indiana corporation, NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation, GENERAL TELEPHONE COMPANY OF INDIANA, INC., an Indiana corporation, and CITY OF FORT WAYNE, INDIANA, a municipal corporation of the State of Indiana, a perpetual right of way and easement with the right, privilege and authority to the Grantees and each of them and to their respective successors and assigns (1) to construct, erect, operate, maintain, repair, renew and replace a line or lines (overhead and/or underground) with all necessary or convenient poles, crossarms, structures, conduits, ducts, wires, cables, guys and other equipment and appurtenances, for the transmission, distribution and delivery of electrical engery or other power to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power, telephone, telegraph and all other purposes whatsoever in, upon, along, over, under, through or across the real estate hereinafter described; and (2) to lay, install, construct, operate, maintain, repair, renew and replace mains and a line or lines of pipe, with all necessary and convenient services, pipes, lines, connections, meters and other equipment and appurtenances, for the transportation and distribution of gas, water and/or sewage to the Grantees and each of them and to other persons, firms and corporations and to the public in general for light, heat, power and all other purposes whatsoever in, upon, along, over, under, through or across the real estate described below and being as follows:

Beginning at the southwest corner of Lot No. "A", Pennsylvania Place Addition to the City of Fort Wayne; thence north along the west line of Lots "A" & 30, Pennsylvania Place Addition, a distance of 278 feet, to the northwest corner of said Lot No. 30; thence west by deflection left of 90 degrees, a distance of 50 feet, to the northeast corner of Lot No. 107, Oak Park Addition, Section "B" to the City of Fort Wayne; thence south along the east line of Lots 107 and 90, Oak Park Addition, Section "B", a distance of 278 feet, to the southeast corner of said Lot No. 90; thence east by deflection left of 90 degrees, a distance of 50 feet, to the point of beginning.

TOGETHER with the right, privilege and authority to the Grantees, and each of them, and their respective successors and assigns, to cut and, at their Option, remove from said real estate any trees, over-hanging branches, bushes or other perennial growth or other obstructions which might endanger the safety or interfere with the use of said poles, crossarms, structures, conduits, ducts, mains, pipes, wires, cables, guys and other equipment and appurtenances or any structure on the above described real estate; of full and complete right of ingress and egress to and over the above described real estate, and to and over adjoining lands of the Grantors where a public street or highway does not adjoin the above described real estate, at any and all times, for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted; and of full and complete rights, easements, privileges and appurtenances in or to said real estate which may be required for the full enjoyment of the rights herein granted. Any damages to crops, fences, drains, ditches or buildings of the Grantors on lands of the Grantors adjoining the real estate above described, caused by the construction, operation and maintenance of any of the facilities covered by this easement, shall be paid for by the Grantee or Grantees causing such damage. All claims for damages caused in the construction, operation and maintenance of said facilities, shall be made at or mailed to the office of the Grantee or Grantees alleged to have caused such damage within thirty (30) days after such damage accrue. If Grantors and Grantees cannot agree on the amount of damages, the same shall be arbitrated.

FILED  
FEB 6  
PM 3:

Richard H. Hartman  
ALLEN COUNTY RECORDS



NOTARY PUBLIC  
STATE OF TEXAS



# PETITION

**RECEIVED**  
JUN 29 1960  
JUN 27 1960

NOTED  
P.F.R.  
J.D.L.  
B.W.

Fort Wayne, Ind.,

To the Board of Public Works of the City of Fort Wayne:

Gentlemen:

149

Date \_\_\_\_\_

The undersigned, owners of real

estate on Oxford, Drexel, Trentman, Ormsby and Evans Streets, from  
Oxford to Evans

respectfully petition for the passage of a resolution providing for the vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

NAME	ADDRESS	
Donald E. Douglass	2721 Drexel Ave.	Petitioner
Betty L. Douglass	2721 Drexel Ave.	
Henry B. Dula	2802 Drexel Ave.	
Betty Jean Dula	2802 Drexel Ave.	
Robert S. Hartman	2803 Drexel Ave.	
Patricia L. Hartman	2803 Drexel Ave.	
Willis H. Cintel	2720 Drexel Ave.	
Faythe M. Cintel	2720 Drexel Ave.	
Geraldine Liggett	2721 Trentman Ave.	
Marjorie L. Whitman	3314 Wayne trace	
Jack R. Witzner	3314 Wayne trace	
David A. Scherschel	4907 South Hanna	
Elmer M. Scherschel	4907 South Hanna	
Mildred S. Scherschel	4907 S. Hanna	
Jeannine Hammons	2620 Holston Ave.	
James Best	2720 Trentman Ave.	
Elaine Best	2720 Trentman	
Joseph A. Beckman	4801 So Anthony Blvd. - (204-885 Trentman)	
Margaret E. Beckman	4801 S. Anthony Blvd.	
Marion S. Proyer, Executor Lee Hartzel Estate,	1219 Margaret St.	

The following property owners signatures that appear below do not have property adjacent to proposed street but do have a definite interest in the vacating of said street.

Eugene L. Sheehan	2808 Drexel Ave.
Nancy J. Sheehan	2808 Drexel Ave.
Robert L. Guiler	2809 Drexel Ave.
Carolyn A. Guiler	2809 Drexel Ave.
Angela McCall	2812 Drexel
John P. McCall	2812 Drexel
Eliffa Cannon	2717 Drexel
Anna Cary Cannon	2717 Drexel

Philip N. Clark 2703 Drexel  
Marilyn A. Clark 2703 Drexel

Don J. March 2817 Trentman  
Florence E. March 2817 Trentman  
Opaline B. Kralovich 2811 Trentman

Herbert H. Kralovich 2811 Trentman  
Kenneth E. Herz 2710 Trentman  
Mary L. Herz 2710 Trentman  
Edward J. Hockwold 2716 Trentman  
Dolores P. Hockwold 2716 Trentman

Petition for Passage

of a Resolution for

from

to

Filed with the Board of Public Works



# City of Fort Wayne



OFFICE OF  
CITY PLAN COMMISSION

FORT WAYNE 2, INDIANA

August 25, 1960

Mr. Donald Bodecker  
Office Engineer  
City Engineers Office

Dear Don:

We have reviewed the proposed vacation of Lowell Street from the south right of way line of Evans Street to the north right of way line of Oxford Street and have the following comments to make with regard to the proposed vacation.

We have no objection to the vacation of the above described street providing that all east-west streets, alleys, and utility easements be continuous across the portion of Lowell Street to be vacated. This would include the east-west easements between Ormsby and Drexel Streets and between Evans and Ormsby Streets.

The following are the reasons for our not objecting to the proposed vacation:

1. There are no lots which front onto the street to be vacated.
2. The street to be vacated terminates at Oxford on the south, with McMillen Park immediately south of Oxford Street, and is unimproved north of Evans Street. As such, the street has no useful purpose for the movement of traffic and, if it ever were improved, it would mean an additional 1,100 feet of street to be maintained by the City without a functional purpose.
3. Oxford Street is classified as a major thoroughfare under the Thoroughfare Plan and, as such, would be capable of handling more traffic if intersection streets were limited in number.



4. The block length between Adams and Fruehauf Streets, if Lowell Street was vacated, would still be within the maximum requirements of the Subdivision Ordinance.

Sincerely,

CITY PLAN COMMISSION



William J. Jones  
Planning Director

WJJ:mo

EVANS

S STREET

	"	"	40	50	40	"	"
	9	10	11.5	STREET	12	13	14
	32	31	30	STREET	29	28	27
	"	"	40		40	"	"

ORMSBY

S STREET

	"	"	40		40	"	"
	49	50	51.5		52	53	54
	109	108	11.5		69	68	67
	"	58			40	"	"

DREXEL

S AVENUE

	"	58		40	"	"	
	106	107	139		30	31	32
	91	90	139		85	84	
	"	58		40	"	"	

TRENTMAN

S AVENUE

	"	58		40	"	"	
	88	89	133		44	45	46
	203	202	201		200	199	198
	"	"	40	50	40	"	"

OXFORD

S STREET



MB  
4/10/17

OFFICE OF  
BOARD OF PUBLIC WORKS



FORT WAYNE 2, INDIANA

42-176-3

Date October 14, 1960

B.O. 149-'60

To City Engineer

Subject Declaratory Res. No. 1036-1960 - Vacation of Lowell Street from the south

property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

Prepare Assessment Roll of benefits and damages; the property owners benefited to be assessed costs of advertising, \$11.30.

Paul F. Roembke

John D. Lombard

Berkeley Ward

BOARD OF PUBLIC WORKS

ms

attach. Res. and P.O. List

NOTED

☐ P.F.R.

☐ J.D.L.

☐ B.W.

Date \_\_\_\_\_

Signed \_\_\_\_\_

Reply:

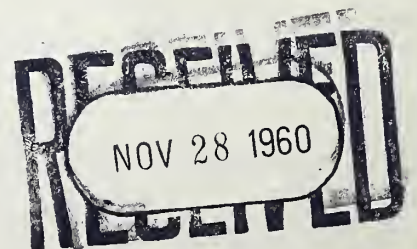
November 25, 1960

Assessment roll of benefits and damages completed and attached.

A handwritten signature in cursive script, reading "Edward Green".

Edward Green,  
City Engineer

DEB/is  
attachs.



Signed \_\_\_\_\_

SENDER: REMOVE & KEEP 3RD COPY - RECEIVER: ANSWER & KEEP 2ND COPY - RETURN 1ST COPY

ENGINEERING DEPARTMENT  
DEPARTMENT OF STREETS



FORT WAYNE 2, INDIANA

NOTED

42-16-8

Date June 30, 1960

☐ P.F.R.

☐ J.D.L.

☐ B.W.

B.O. 149-'60

To City Engineer

Date \_\_\_\_\_

Subject VACATION - Lowell Street

Received a petition for the Vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

Prepare an opinion, after conferring with all Governmental agencies and utilities.

Paul F. Roembke  
John D. Lombard  
Berkeley Ward  
BOARD OF PUBLIC WORKS

ic  
attach copy of petition  
cc: Mayor Burns

DUPLICATE - ORIGINAL DESTROYED IN THIS OFFICE

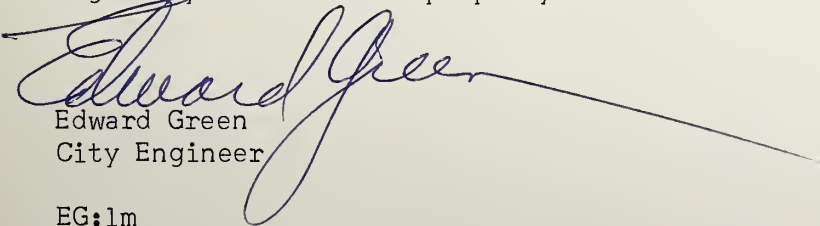
Signed \_\_\_\_\_

Reply: 1036

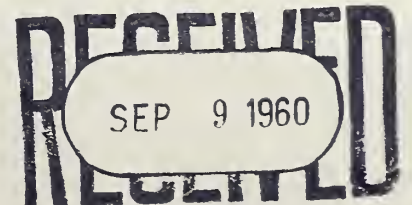
September 9, 1960

An easement grant has not yet been prepared for this proposed vacation. It is necessary to send the resolution at this time, however, because the property owners are putting a tremendous amount of pressure on their Councilman and this office. We will forward an easement grant to the petitioner as soon as the Utility companies' requirements have been determined.

There are no objections to this vacation providing the easement grant is signed by all affected property owners.

  
Edward Green  
City Engineer

EG:lm



Signed \_\_\_\_\_

SENDER: REMOVE & KEEP 3RD COPY—RECEIVER: ANSWER & KEEP 2ND COPY—RETURN 1ST COPY



NOTICE OF IMPROVEMENT

OFFICE BOARD OF PUBLIC WORKS

Fort Wayne, Indiana, September 21, 1960

1036

To:

You are hereby notified that the Board of Public Works, of the City of Fort Wayne, Indiana, did  
pass Improvement/Declaratory Resolution No. 1036-1960  
providing for the Vacation of Lowell Street from the south property line of Evans Street  
to the north property line of Oxford Street, except for street and alley intersections.

All work to be done under aforementioned Improvement Resolution shall be in accordance with the de-  
tailed plans, profile and specifications which are now on file and may be seen in the office of the Board  
of Public Works.

The Board has fixed Thursday, October 13, 1960 - 7:30 p.m.  
a date and time when they will hear and consider objections or remonstrances from all persons whose  
property will be affected by the proposed improvement.

You are hereby notified that

is subject to assessment for said proposed improvement under the Improvement Laws passed by the Gen-  
eral Assembly of the State of Indiana, March 6, 1905, and under all acts amendatory thereto and supple-  
mental thereof.

BOARD OF PUBLIC WORKS

NOTED

☒ P.F.R.  
☒ J.D.L.  
☐ B.W.

Date \_\_\_\_\_

January 19, 1961

Mr. G.L. Bridgewater  
Indiana & Michigan Electric Co.  
2101 Spy Run Avenue  
Fort Wayne, Indiana

Dear Mr. Bridgewater:

I am attaching five (5) signed easement grants in connection with Declaratory Resolution No. 1036-1960 which provides for the vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except the street and alley intersections.

If you find the grants in order, please have them recorded and copies distributed per our agreement.

Very truly yours,

*Donald E. Bodeker*  
Donald E. Bodeker  
Office Engineer

DEB:ld

Attachs.

CC: Mayor Paul M. Burns  
Board of Public Works ✓

RECEIVED  
JAN 20 1961  
RECEIVED



# NOTICE OF IMPROVEMENT

## OFFICE BOARD OF PUBLIC WORKS

Fort Wayne, Indiana, September 21, 1960

1036

To Walter C. & Marie C. Kelly

Fort Wayne, Indiana

You are hereby notified that the Board of Public Works, of the City of Fort Wayne, Indiana, did pass Improvement/<sup>Declaratory</sup>Resolution No. 1036-1960 providing for the Vacation of Lowell Street from the south property line of Evans Street to the north property line of Oxford Street, except for street and alley intersections.

All work to be done under aforementioned Improvement Resolution shall be in accordance with the detailed plans, profile and specifications which are now on file and may be seen in the office of the Board of Public Works.

The Board has fixed Thursday, October 13, 1960 - 7:30 p.m. a date and time when they will hear and consider objections or remonstrances from all persons whose property will be affected by the proposed improvement.

You are hereby notified that

Lot 11 and 30

Oak Ridge Addition

is subject to assessment for said proposed improvement under the Improvement Laws passed by the General Assembly of the State of Indiana, March 6, 1905, and under all acts amendatory thereto and supplemental thereof.

BOARD OF PUBLIC WORKS

BOARD OF PUBLIC WORKS

CITY HALL

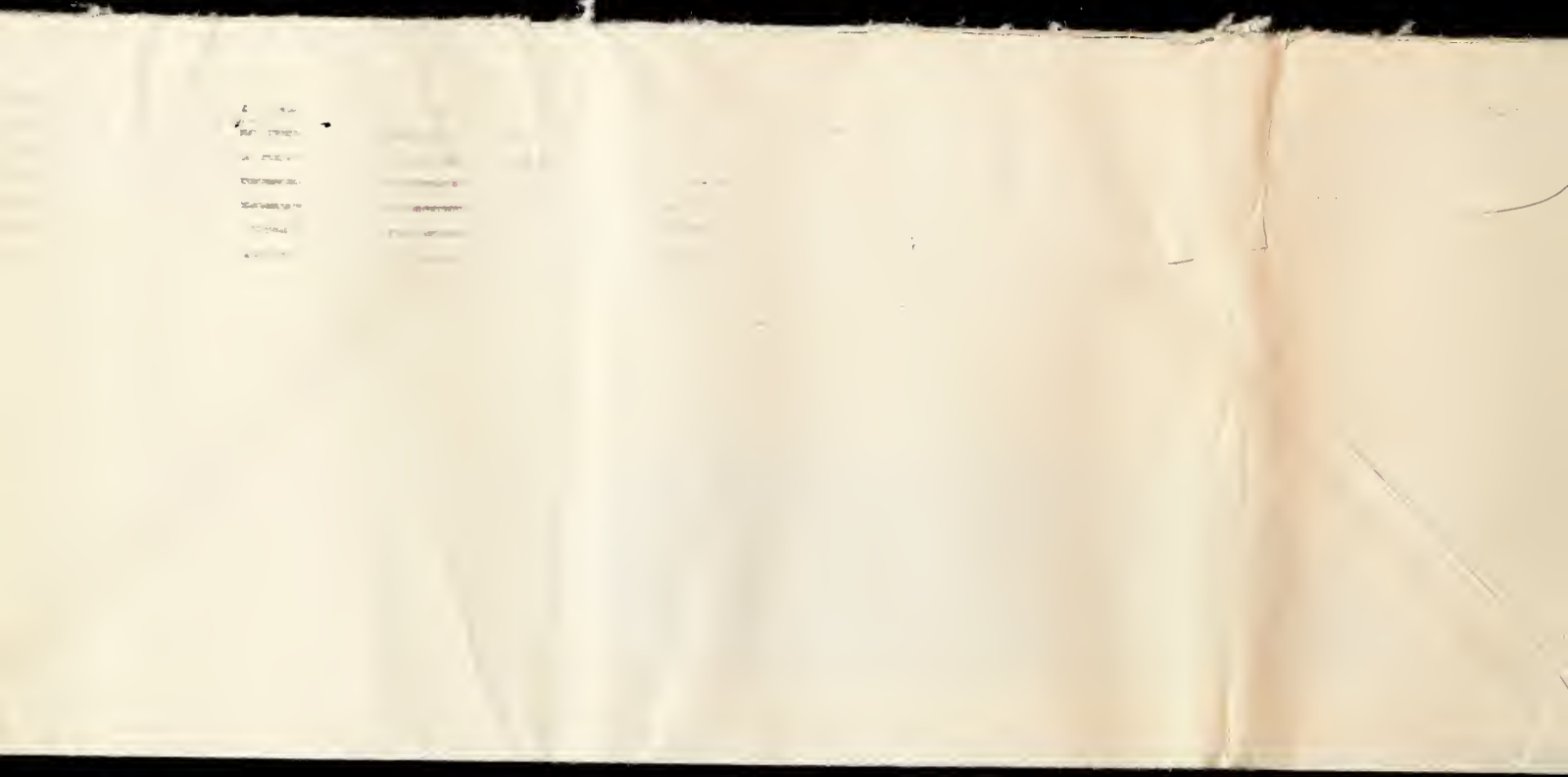
FORT WAYNE 2, INDIANA



RETURNED FOR BETTER ADDRESS







## Improvement Resolution No. -1960 For THE VACATION OF LOWELL STREET FROM THE SOUTH

PROPERTY LINE OF EVANS STREET TO THE NORTH PROPERTY LINE OF OXFORD STREET, EXCEPT FOR STREET AND ALLEY INTERSECTIONS

OWNER'S NAME		ADDRESS	R. P. O.	NUMBER OF		DESCRIPTION	
				LOT	BLOCK	O. L.	
5	1 * KELLY, WALTER C. & MARIE C.			11			OAK RIDGE ADD.
2				<del>10</del>	<del>E 1/2</del>		"
7	3 VAN VOORST, NELL	2301 Fairfield		12			"
4	" "			29			"
5	5 * KELLY, WALTER C. & MARIE C.			30			"
6				<del>31</del>	<del>E 1/2</del>		"
7	7 VAN VOORST NELL	2301 Fairfield		51			"
8	8 * HARTZELL, LEE J. 2511 Stanford	2301 Fairfield		52			"
9	HARTMAN, ROBERT J. & PATRICIA	L 2803 Drexel Ave.		68			"
10	DOUGLASS, DONALD E. & BETTY L.	2721 Drexel Ave.		108			OAK PARK ADD., SEC. B.
11	OUTCALT, WILLIS H. & FAYTHE M.	2720 Drexel Ave.		107			"
12	LIGGETT, GERALDINE J.	2721 Trentman Ave.		90			"
13	BEST, JAMES L. & ELOISE C.	2720 Trentman Ave.		89			"
14	DULAK, HENRY L. & BETTY JEAN	2802 Drexel Ave.		30			PENNSYLVANIA PLACE ADD.
15				<del>31</del>	<del>W 1/2</del>		"
16	BECKMAN, JOSEPH A. & MARGARET E.	4801 S. Anthony		A			"
17	DICKEY, WILLIAM E. & NAOMI I.	2802 Trentman Ave.		144			"
18		" "		<del>145</del>	<del>W 1/2</del>		"
19	SCHERSCHEL, ELMER G. & MILDRED S.	4907 S. Hanna St.		201			"
20	MITZNER, JACK R. SE. & MARJORIE L.	3314 Wayne Tr.		200			"
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OFFICE FILED ON							
September 24, 1960							
Beryl Kelling							
N. To P.O.							



1036